

ANNEXURE-TC1**TO ENQUIRY No E7483024****SPECIAL TECHNO-COMMERCIAL TERMS AND CONDITIONS****FOR IMPORTED ITEMS (Capacitor Oil) /FOREIGN VENDORS**

Important: This format is to be submitted in original, along with Part-I of bid, duly signed by the bidder, as proof of acceptance.

Any Deviation from the T&C mentioned below is NOT acceptable. Offers received without this acceptance, will be treated as non-responsive, and shall be liable for rejection.

Sl. No.	Terms & Conditions		Vendor's Remarks (Yes/No)
1.	Confirm that material shall be supplied exactly as per BHEL's SPEC and Clause by clause acceptance to specifications has been given. Any deviation has been clearly brought out in the Technical Bid.		
2.	Supply quantity may vary by $\pm 5\%$. Please confirm acceptance.		
3.	Confirm that the offer has been submitted in two part:		
	3.1	The technical offer (Part I) contains:	
	3.1.1	All Technical Terms and specifications, conformance to each clause of our specification.	
	3.1.2	All the technical details like technical data sheet etc.	
	3.1.3	All commercial terms & conditions and conformance to BHEL's standard terms & conditions. Please refer to BP 200102 for detailed terms and conditions. These terms and conditions are also available at our website www.bhelbpl.co.in under vendor's portal. Apart from the standard terms & conditions bidders need to confirm acceptance to the terms and conditions mentioned in this annexure also. Wherever difference in Terms & Conditions are there, the terms & conditions mentioned in this Annexure-TC1 will prevail.	
	3.1.4	The offer should be valid for a minimum period of 120 days from Tender opening date.	
	3.2	Price Bid (Part II) should contain the unit rate of the item.	
	3.3	Please note that the offer is to be submitted in Two Part. Part I i.e. the techno-commercial bid shall be the un-priced bid comprising of the Technical and Commercial terms only. Part II, the Price bid shall be submitted in a separate envelope. Both the bids are to be enclosed in a single envelope super scribing the enquiry number and the due date of opening. The bids should be submitted in our tender room addressed to Tender Room, Ground Floor, Administrative Building, BHEL P.O. Piplani, Bhopal-462 022, India, so as to reach on or before 11.00 AM on Due Date, super-scribing our enquiry No. E7483024 and the date of tender opening on the envelope. Tenders shall be opened on the same day at 02.00 PM. Late tenders shall not be entertained hence please ensure to submit your offer in due time.	

		You are requested to quote in two parts for 2 bid enquiries. However, quotations submitted in single bid against our requirement of two bids will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the vendor. Otherwise the bid is liable to be rejected.	
4.	PRICE:		
4a.	Prices shall be quoted on CIF Mumbai/ CIF JNPT NHAVA SHEVA basis in foreign currency.		
4b.	Prices shall remain FIRM till execution of the contract.		
5.	TERMS OF PAYMENT:		
5a.	Supply Payment:		
	i) 100% against irrevocable, unconfirmed LC, payable within 120 days of the bill of lading/ Air way bill (BL/AWB) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of SBI Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 month prior to shipment date, valid for period of 90 days, unless agreed otherwise. ii) Please note that in case of a confirmed Letter of Credit, all the confirmation charges shall be borne by the beneficiary. Also, in case of a sight L/C, the offer should be suitably loaded to bring all the offers at par. iii) The letter of credit shall be valid for a period of 3 months (inclusive of the negotiation period of 14 days in case of air dispatch and 21 days in case of sea dispatch) iv) Supplier shall confirm specifically between CAD & LC payment mode. Payment terms of CAD payable on 90th day of BL / AWB date shall be preferred.		
5b.	No "Advance Payment" Term will be accepted.		
6.	DELIVERY:		
6a.	Foreign vendors must quote the lead time both with respect to the Purchase Order and the L/C date. The delivery shall be counted from the date of Establishment of L/C. Delivery shall be in the lots as specified in the Purchase Order / Letter Of Credit. At the time of release of order, the delivery indicated shall be tentative and will vary till the L/C is established. Once the L/C is established, the delivery schedules will be as per the lead time quoted in the offer and will be final.		
6b.	Penalty: Penalty for delay in supply: Penalty shall be levied @ ½% (Half percent) per week subject to a maximum of 10% of the total contract value. Delivery shall be guaranteed by acceptance of penalty.		
6c.	Part shipment: Part shipment of material is not permissible.		
6d.	Short Shipment: In case of any short shipment in the main equipment/spares, where separates rates are not available in the contract, all taxes and duties levied on such supplies, if any shall be borne by the supplier.		
6e.	Port of Discharge shall be CIF Mumbai/ CIF JNPT NHAVA SHEVA Seaport for Sea Shipment & Mumbai Airport in case of air shipment whereas Port of Delivery shall be ICD MANDIDEEP (port code INMDD6) for all the FCL shipments.		

7.	WARRANTY:	
7a.	Warranty Period: The equipment shall be warranted for minimum 12 months from the date of receipt.	
7b.	Warranty Replacements: Any warranty replacement during warranty period shall be provided on FOR Destination (BHEL Bhopal) basis only. Customs clearance and duty payments, if any, for such cases shall be to the account of vendor only.	
8.	Except in case of standard force-majeure conditions, if material gets delayed exceptionally beyond the scheduled delivery date, BHEL reserves the option to cancel the order and procure the material from other sources at risk and cost to vendor. Confirm your acceptance.	
9.	Test Certificates / Guarantee certificates must be furnished along with the supplies.	
10.	BHEL reserves the right to conduct a reverse auction. Please confirm acceptance.	
11.	Please furnish the following details in your offer: a) Shipping dimension b) Weight of consignment	
12.	Please furnish Permanent establishment and business connection (PEBC) declaration as per applicable Annexures. Please fill in Annexure I or Annexure II (whichever is applicable) and enclose the same along with tender documents.	
13.	Vendor should meet the pre-qualifying requirements as mentioned in Annexure-PQR. Offers from vendor not meeting the pre-qualifying requirements shall be summarily rejected and their Part-II (price bid) will not be opened.	

Signature of Vendor:

Name:

Designation:

Phone No.:

Mobile No.:

Fax No.:

Email:

Seal:

Date: